



**U.S. General Services Administration
Federal Acquisition Service**

Request for Quote

Issued to:

Schedule Holders,

GSA, FSS, Multiple Award Schedule, 738 X SIN 595 21

PROGRAM:

Human Resources (HR) Support Services

U.S. Department of Agriculture

National Finance Center (NFC)

Issued By:

U.S. General Services Administration

Federal Acquisition Service

RFQ ID02120039

Date Issued: 07/24/2012

Performance Work Statement for Human Resource Support Services

1.0 INTRODUCTION and BACKGROUND

The National Finance Center (NFC), located in New Orleans, Louisiana, provides reliable, cost-effective, employee-centric, systems and services to Federal agencies, allowing these customers to focus on serving this great Nation through their mission delivery. NFC's customer base is comprised of more than 170 Federal organizations, representing all three branches of the Government.

NFC services small and large customers alike. NFC routinely processes payrolls for approximately 650,000 people representing at least 170 different customers on a bi-weekly basis. NFC systems are specifically designed to readily accommodate unique customer requirements and their missions with Human Resources Information Technology (HRIT) enterprise architecture in accordance with Business Reference Model standards set forth by the Office of Personnel Management.

NFC operates an integrated Payroll/Personnel System designed largely using .NET and COBOL. NFC also provides all the necessary related support services for the payroll process. There are approximately 40 systems related to the payroll/personnel process. The vast majority of the systems were designed and built by NFC. For example: NFC currently owns and supports two customized systems that provide a mechanism for NFC clients to provide their data, for use in the payroll process. These systems are:

Entry, Processing, Inquiry, and Correction System (EPIC Web): EPIC Web operates in a Web environment requiring the Internet and NFC-administered security access. EPIC allows customers to: (1) enter payroll and personnel transactions; (2) correct transactions that have failed the database edits; (3) execute status and suspense reports; (4) delete and restore transactions; (5) view future and current payroll/personnel transactions to be processed; and (6) cancel and change history records; and roll back applied documents.

EmpowHR: EmpowHR blends HR standards and practices with contemporary technologies to support an agency in being more productive, responsive, and cost-efficient. It also provides complete support for all HR needs: recruiting the workforce, administering the workforce, payroll and training, and managing positions and performance. EmpowHR also provides extensive self-service opportunities to both managers and employees, which adds additional return on investment and cost avoidance.

NFC also operates other payroll/personnel-related systems for the entire Federal Government, including:

- Tribal Insurance Program (TIPS); and,
- Pre-existing Conditions Insurance Program (PCIP); and,
- Centralized Enrollment Clearinghouse System (CLER), which timely and accurately reconciles payroll office and carrier FEHB records; and,
- Direct Premium Remittance System (DPRS), which is used for billing and

collecting health insurance premiums from eligible non-Federal enrollees who elect to participate in the FEHB program.

The Human Resources Line of Business (HRLOB), led by the Office of Personnel Management (OPM), was launched in 2004. The HRLOB Concept of Operations (CONOPS) proposes a service delivery model in which HR services relating to Human Capital Management Systems (HCMS) and payroll operations move to HRLOB Shared Service Centers (SSC). HRLOB business areas are identified in the HRLOB Business Reference Model (BRM), version 2, at http://www.opm.gov/egov/documents/architecture/BRM_Report_V2.pdf.

In August 2005, NFC was selected as one of five Federal HRLOB SSCs. By partnering with private sector vendors expert in the area of Federal HR Services and by offering these services to agencies, NFC will meet the near-term and long-term goals of the HRLOB BRM. Transactional and administrative activities will move from the agency to NFC. This approach will allow agencies to increase their focus on their core mission activities and the strategic management of human capital as NFC delivers their HR services in an efficient and cost-effective manner.

In support of its customers, NFC operates a Customer Contact Center, to support the various lines of businesses, payroll/personnel, insurance programs, and debt management programs.

Over the past 3 years, the NFC has placed approximately thirty (30) Human Resource Information Systems (HRIS) and Human Resources staffing (HR) projects ranging in price from \$50,000 to \$7,000,000. Most of the projects' duration was between four (4) and twelve (12) months, and the average number of FTE employed by the contractors on these projects was 8.75 per project. The Government expects that it will use Task Order ID02120039 to complete similar projects at a similar rate.

2.0 SCOPE AND SERVICES

NFC requires a wide variety of Information Technology services related to executing its mission of Human Resource support, and to optimize its existing HRLOB services and expand its HRLOB service catalog. In addition, NFC would like the flexibility to obtain services for human capital management services.

The contractor shall develop a business case for, design, build, test, deploy, and maintain enterprise application development solutions approved by the Government Program Managers. During the development process, the source code must be adequately documented to ensure ease of follow-on maintenance. The final development or integration product shall be installed on Government-owned servers, computers, or mainframes, to include all relevant documentation in support of the project. No proprietary code shall be used without the express written permission of the Government. The solutions may entail interfaces with legacy systems, and/or modern web-based systems. The current development languages are COBOL and .NET, although this may change in the future. Common development tools, languages, and methods shall be used to develop the resultant applications. All source code, executable code, and

database code for the resultant applications are the property of the Government. The solutions must operate over the Government network. The contractor shall follow the NFC Software Development Life Cycle Guidance (Attachment 1) to ensure solutions are properly documented, developed, tested and registered. The contractor shall work closely with system administrators, and end-user groups to deploy solution.

The Contractor shall maintain a program management structure with a single point of contact for each work effort to provide program oversight to include administrative planning, program management, coordination and integration of program requirements, organizing, directing, controlling and approving actions that meet the performance objectives and improve customer support in a continuous process improvement approach. The Contractor's Program Manager shall ensure Government requirements are met.

The contractor shall identify problems or potential problems affecting performance to the Government COR or designated alternate as soon as such problems or potential problems are identified. Verbal reports shall be followed up with written reports when directed by the Government COR or designated alternate.

The contractor shall provide operational support staff to assist with the processing of related Human Resources documents and contact center support.

3.0 REQUIREMENTS

- Conduct process reengineering initiatives and implement technology solutions
Example: Review personnel processing workflow activities with the goal of improving workflow through reengineering processes and implementing the changes required via technology (software, telephones, scanning, or other communications, spreadsheet, etc.).
- Develop tools and templates
Example: Develop operational processes, models, tools and techniques to assist workforce in their work of processing documents, handling calls, etc. An example may be a tracking spreadsheet for personnel actions.
- Acceptance Testing
Example: Contractor shall support planning and execution of Acceptance Test through completion of Test Plan, Test Cases, and shall support the Acceptance Testing execution prior to implementation in production environment.
- Support Post Migration
Example: Contractor shall monitor and report on the performance of recently deployed or modified system see if it is performing correctly/as expected/as designed.
- Staff call centers and perform Operational processing /transactional support, as further defined below:

- **Support a Customer Contact Center.**

Examples: Customer Contact Center staff field calls regarding Insurance payments not deducted properly, pay not received, checking on the status of an insurance application, and/or a client of NFC seeks information about one of its employees.

Hours of operation are approximately 8am – 4:30pm CST.

Contractor shall staff Customer Contact Centers with subject matter experts to assist NFC's client personnel in processing transactions, in solving difficult pay cases, and in resolving issues to prevent inaccurate untimely employee payment.

Contractor staff assigned to Customer Contact Center work shall have HR, payroll, and/or personnel training experience. Contractor staff shall also be familiar with Federal Employees Health Benefits (FEHB) policies.

- **Personnel Actions Transaction Support:**

Contractor shall provide services in processing a range of Federal personnel actions.

Examples of Personnel Actions support include but are not limited to: Process manually or electronically the Standard Forms and related documents to effect the full range of personnel actions for SES, General Schedule, Federal Wage System, and other employee pay systems; maintain on-line data in HR information systems (HRIS) (to include, but not limited to, EmpowHR and Epic) and any automated personnel subsystems to include, if needed, electronic interface with finance and OPM systems; provide advice and assistance on technical matters related to employee records; and prepare reports.

- Provide Project Management Office (PMO) support for project initiatives:

In the area of project and program management for specific project initiatives, the Contractor shall furnish staffing and experiential support to the USDA NFC PMO, in support of project initiatives to manage the following activities:

- a. Project Management Office (PMO) implementation based on best practices;
- b. USDA NFC System Development Lifecycle Management practices;
- c. Agile/ modular development methodologies, and
- d. Meeting planning, meeting facilitation, communication plans, lessons learned, stakeholder outreach, and project documentation.
- e. Oversee Contract Performance and metric testing and monitoring.

- Identify operations and system requirements

Example: Contractor shall conduct Research and Business Case Analysis (for both new/existing clients and new/existing features/service offerings) and special studies, evaluate system capabilities, identify existing or new business operations that will enable operations, and map the analysis and business operations to systems requirements.

Research and Business Case Analysis (BCA) The Contractor shall conduct a solution scan to determine if an existing NFC product will satisfy customer requirements. If there is no NFC system offering the required functionality, the Contractor shall conduct research. The contractor shall complete a BCA to

include comparison of proposed solutions. The BCA shall contain return on investment data to detail the benefit of developing and/or implementing recommended solution. The BCA must contain server load criteria such as estimated number of users, estimated concurrent number of users, duration of use, and complexity of programs to enable the government to determine hardware resources necessary to support the resultant application in a production environment. The BCA must also contain a rough plan for rapid prototyping and spiral implementation of module versions, and cost and schedule estimates of implementing the proposed solution.

- Conduct change management activities during lifecycle (requirements, develop, test, implementation, and support) of new initiatives
Example: Participate in the established Change Control Board processes and protocols - log, track, and negotiate technical and other solutions for change orders and trouble tickets.

In the area of change and configuration management, the Contractor shall manage the following activities:

- a. Using sound change management process implementation and monitoring principles;
 - b. Implementing and maintaining change, configuration and release management; and
 - c. Implementing and monitoring a configuration management database (CMDB).
- Provide all affected parties knowledge that will enable their use of new/upgraded systems.
Example: Provide updated user and administrator manuals for all new/upgraded systems.
 - Prepare and conduct training courses:

Example1: Contractor shall prepare training courses for existing and/or new/updated systems, and if available utilize pre-existing training packages to train users and administrators on the new system.
Example2: USDA NFC implements a business solution for support of another Government agency. The Contractor will conduct classroom training sessions or provide desk aids and/or manuals with instructions.
 - Analyze workforce planning needs
Example: Contractor shall analyze requirements to forecast the appropriate staffing plans (number of FTE, type and skill levels) in order to meet requirements.
 - Design and develop performance metrics and validate effectiveness of metrics in measuring performance/transfer responsibility to Government

Example: Design and develop performance metrics to measure new/updated IT system performance and validate effectiveness of metrics; transfer this knowledge to Government, who will monitor performance over the long term.

- Analyze current organizational structure and recommend organizational change. The organizational structures policies of the shall be reviewed to assure:

- a. no duplication of jobs, functions, or responsibilities within or between organizational units; and,
- b. consistency of organizational structures and staffing.

This should include reviewing and developing roles and responsibilities.

- Develop Functional Requirements, System Requirements, and Prepare process flow diagrams and documentation

Example: Contractor shall support the design, implementation and enhancement activities for the HR Line of Business and Insurance service offerings including supporting the following:

- All Functional Requirement Documents (FRD) documents will be completed in NFC's FRD template format
 - NFC will be the final approver of all FRD templates and the conduit for client sign-off
 - Contractor will monitor and report hours used on a monthly basis
- Designing the system
 - Contractor shall develop the SOP documents and NFC will provide resources for review of the documents
 - NFC will provide subject matter experts to help develop the SOP content
 - NFC will approve the SOPs before delivery to NFC's client, or internal customer, for final review and sign-off
- System Requirements Support
 - All FRD and systems requirements documents will be completed in NFC's template format
- The contractor shall work closely with the Government Program Manager and the customer to ensure proper project approval is obtained prior to coding. Once the solution is approved, the contractor resources shall work closely with designated customer representatives to further define and refine the customer requirements during the development process.
- Develop system design documents

Example: Contractor shall develop System Design documents in the form of Process Flow Diagrams, or other appropriate format, as provided in the work order agreed to by the NFC COR. Design documents at NFC are typically done by developers.
- Provide IT Specialists proficient in, but not limited to, COBOL and .Net languages to develop new software and maintain existing software:

Example: COBOL and .NET are the predominate languages in which NFC's applications are currently coded, but development require the use of other languages in the future. Additionally, there are separate initiatives underway to port this code to later generation languages. The contractor shall support applications after the potential port.
- Perform unit testing

Example: Contractor shall prepare unit test plans in USDA NFC templates, test the software and provide results.

- Develop and participate in customer implementation plans:
Example: Analyze and participate in all aspects of implementing solutions for customers. Examples would be to analyze the relevant information systems of NFC's client agencies, and then successfully access those systems to acquire source data to populate NFC's customer-supporting databases, planning and executing any data conversion and migration effort required, and verifying the completeness of the plan and execution, leading up to customer cutover.
- Support Fit/Gap Analysis
Example: For new customers/new customer requirements support NFC's analysis of its ability to support the request existing feature.
- Conduct implementation and de-implementation activities.
Example: The contractor shall support the installation and de-installation of new versions of the application software, and other software related to database administration. The actual implementation or de-implementation is done by the Government.
- Assist with planning and execution of Systems Integration and Systems Integration testing and Data Conversion/Migration and clean-up
Assist with developing and executing the integration test plan. Integration test plans will describe all testing tasks to be used to detect errors and demonstrate that the software components can properly communicate with each other. Communications may consist of data passed through files, linkage areas, work records, or transfer of control from one program to another. Contractor shall assist with data conversion and/or data migration, and resolve any data inconsistencies, as needed. The actual migration is done by the Government.

4.0 COMMUNICATION

Communication is the exchange of thoughts, messages, or information through spoken language, the written word, or behaviors and actions. All communication, both electronic and paper, is the property of the Federal Government and will not be shared with any other parties without specific written approval from the Contracting Officer. The Contracting Officer may delegate the authority to approve communication sharing requests to either the GSA or NFC Contracting Officer Representative (COR).

The Contractor will:

- Exhibit an attitude of willingness to listen and share information
- Facilitate information sharing
- Ensure proper and prompt notifications
- Deliver clear and understandable oral and written communications
- Develop, coordinate, and implement communications as needed.
- Communicate effectively and timely and respond to inquiries from all customers, NFC, and other Contractors providing related services to customer agency
- Research and resolve errors and/or discrepancies and follow up with customers and NFC Help Desk and Operation staffs to correct

5.0 DELIVERABLES

All deliverables and supporting information (both electronic and paper) are the property of the Federal Government. Copies of deliverables, drafts or information contained in any deliverable or draft will not be shared with any other parties without specific written approval from the Contracting Officer. The Contracting Officer may delegate the authority to approve sharing requests to either the GSA or NFC COR.

All deliverables will comply with the format defined in the NFC SDLC Directive, as applicable. For deliverables formats not defined in the NFC SDLC Directive, if NFC requires documentation or deliverables to be in a particular format, NFC will provide the contractor the format.

The Contractor will provide the following deliverables:

6.0 Concept of Operations (CONOPS)

The Contractor will provide a CONOPS that will define the Contractor's approach for accomplishing the execution of each project under this Order. The CONOPS must include (if applicable) planning efforts that define:

- Meeting goals, objectives and metrics
- Strategies, tactics, policies, and constraints
- Communication of activities and interactions among stakeholders
- Staff responsibilities and authorities
- Operational processes for delivering the services
- Scheduling and assigning resources
- Controls to monitor that all requirements defined in this PWS are being met
- Coordinating with the provider of current systems and services to transfer information, expertise, processes, data, and procedures
- A Business Strategic Plan that aligns with the HRLOB strategic objectives
- A project management plan for the implementation of the proposed services
- Cost
- Technical Approach
- Timeline

7.0 Status Reports

The Contractor will submit status reports as defined by each project, to the COTR or a designated Government contact. This report at a minimum will cover:

- Outstanding issues
- Accomplishments
- Major goals for the near future

The following section describes the Status reports that may be required, as directed by the COR, on a project-by-project basis:

Weekly Performance Reports

Contractor will prepare written interim reports to monitor the performance and progress of all projects and tasks in which the Contractor is involved. This report is due in 7 calendar days from the end of each work week. For example, the report for the week ending January 7 (a Friday) will be due on January 14 (the following Friday).

Monthly Performance Reports

This report is a compilation of Weekly Performance Reports as described repackaged into a monthly summary. This report is due on the first workday at least 7 days after the end of each calendar month.

Final Report

The final report shall include a summation of activities performed during the entire project. This report will be in sufficient detail to describe comprehensively the results achieved. The report must be delivered prior to, or may be submitted with, the final invoice for any project.

Status of Funds report:

Contractor shall, for any time and materials projects, at the direction of the COR, provide a monthly status of funds report that highlights funding available, funding consumed, funding amount invoiced, and funding remaining.

The reports will be submitted electronically to the CORs, and the Contractor shall post a copy of each report in GSA's Order Management system, IT Solution Shop (ITSS), accessible at <https://portal.fas.gsa.gov/web/guest>. Contractor shall submit report in a format which includes all required data items.

8.0 Security Plan

The Contractor must provide, implement, and maintain a Security Plan that defines the Contractor's approach, resources, and time line for accomplishing the execution of Personnel, Physical and Data Security as defined by FISMA, FIPS, NIST, OMB and other NFC security and privacy regulations, guidance, management directives, and policies.

9.0 COOP

It is the policy of the Federal government to have a comprehensive and effective plan in place to ensure Continuity of Operations (COOP) of essential Federal functions under all circumstances. The Contractor must provide, implement, and maintain a COOP plan to ensure continued performance of essential functions during any emergency or situation that may disrupt normal operations.

10.0 Place of Inspection and Acceptance

Inspection and acceptance of all work performance, reports and other deliverables under this contract shall be performed by the NFC Contracting Officer's Technical Representative (COTR).

10.1 Scope of Inspection and Acceptance

All deliverables will be inspected for content, completeness, accuracy and conformance to Task Order requirements by the COTR. Inspection may include validation of information or software through the use of automated tools and/or testing of the deliverables, as specified in the Task Order. The scope and nature of this testing must be negotiated prior to project initialization and will be sufficiently comprehensive to ensure the completeness, quality and adequacy of all deliverables.

10.2 Timing of Acceptance

The Government requires a period not to exceed fifteen (15) work days after receipt of final deliverable items for inspection and acceptance or rejection.

10.3 Basis of Acceptance

The basis for inspection/acceptance shall be compliance with the requirements set forth in the Task Order, the contractor's proposal and other terms and conditions of the contract including the Government Quality Assurance Surveillance Plan (QASP). Deliverable items rejected shall be corrected in accordance with the applicable clauses.

Reports, documents and narrative type deliverables will be accepted when all discrepancies, errors or other deficiencies identified in writing by the Government have been corrected.

If the draft deliverable is adequate, the Government may accept the draft and provide comments for incorporation into the final version.

All of the Government's comments to deliverables must either be incorporated in the succeeding version of the deliverable or the contractor must demonstrate to the Government's satisfaction why such comments should not be incorporated.

If the Government finds that a draft or final deliverable contains spelling errors, grammatical errors, improper format, or otherwise does not conform to the requirements stated within this statement of work, the document may be immediately rejected without further review and returned to the contractor for correction and resubmission.

10.4 Non-Conforming Products or Services

Non-conforming products or services will be rejected. Deficiencies will be corrected, by the contractor, within ten (10) work days of the rejection notice. If the deficiencies cannot be corrected within ten (10) work days, the contractor will immediately notify the Government of the reason for the delay and provide a proposed corrective action plan within ten (10) work days.

11.0 PERIOD OF PERFORMANCE

The order shall have a Base Period of twelve (12) months, commencing after receipt of award, followed by four (4) subsequent twelve (12) month Option periods.

12.0 Place of performance

Work Location

All work under this contract will be performed at the Government worksite unless specifically authorized by mutual agreement of the CO, COTR and the Contractor. Telework arrangements, if any, will be in accordance with USDA policies and by mutual agreement of the COTR and the Contractor.

13.0 CONTRACT TYPE

The Order type will be labor hour basis. Individual projects undertaken under the order may be on a firm fixed price or a labor hour basis.

14.0 SPECIAL NOTICE OF POTENTIAL CONFLICT OF INTEREST

The requiring activity for this procurement, the USDA's National Finance Center (NFC), is one of several Human Resources (HR) Shared Service Centers (SSC).

The Government has determined that contractors that are SSC s or are under contract with an SSC (as a subcontractor or consultant) may face a potential or actual organizational conflict of interest (OCI) in the performance of this contract, as detailed below.

In performing work under this order, the contractor will have access to HRIS information that is proprietary and confidential to the Government, developed by the Government based upon years of work in the HRIS arena. The contractor will also be required to define and document functional requirements and develop business cases and the associated rationale for implementing or revising features of NFC's Human Resources Information System (HRIS) in support of current and prospective NFC customers. Accordingly, the Government has determined that a contractor with other commercial interests in the HR SSC marketplace could be in a position to leverage knowledge of the Government's proprietary information (which includes, but is not limited to, intellectual property, business intelligence, business processes, competitive intelligence and marketing approach) to develop competing products and proposals for customers which all of the SSCs may be pursuing. Furthermore, the Government has determined that the judgment and objectivity of a contractor with other interests in the SSC marketplace could be impaired due to the information potentially gained from this contract.

Therefore, the Government is requiring each offeror to provide a disclosure statement addressing, to the best of its knowledge and belief, the existence of any potential or actual OCI. Each offeror shall include in the disclosure statement a statement addressing whether any of its labor force (which includes proposed subcontractors and/or proposed consultants) may have a potential or

actual OCI. If a potential or actual OCI exists, the offeror must present a plan for avoiding or mitigating the OCI.

The Contracting Officer will individually evaluate each offeror's disclosure statement and the adequacy of any plan submitted for avoiding or mitigating any OCI. If the Contracting Officer determines that a potential or actual OCI exists, the offeror may not receive an award unless the Contracting Officer determines that the OCI can be avoided or mitigated through the inclusion of a special clause or other appropriate means. The terms of any special clause are subject to negotiation.

Each offeror should review FAR 9.5 and consider carefully the extent to which such an OCI may arise before making the decision to compete for this effort.

15.0 STAFFING PLAN

16.0 Project Manager

The Contractor shall provide, on a project by project basis, Project Managers who will serve as the primary interface to NFC. The Project Manager will:

- Execute the CONOPS, identify and assign tasks, and report on project statuses
- Coordinate with NFC to implement the services required under the contract
- Participate in the Program Management Plan Review (PMPRs) to discuss the project plan and schedule with NFC staff and customer agency.
- Advise and consult with NFC to respond to third-party inquiries and audits

17.0 Additional Staffing

In addition to a Project Manager, the Contractor shall provide a Staffing Plan that identifies ALL personnel proposed for the performance of the requirements. The Staffing Plan must:

- Explain the number of personnel proposed to perform the requirements of the Order, including the proposed skill mix and number of hours for all personnel
- Provide each person's position, title and labor category
- Identify those personnel designated as Key Personnel
- Describe the organizational structure and the placement of all proposed personnel within the organizational structure.
- Include the resumes of the proposed personnel who will be primarily responsible for performing and managing the work.

18.0 PERSONNEL

Selection, scheduling, control, inspection, management and supervision of the Contractor personnel are solely the Contractor's responsibility. It is the policy of the Government that Government direction or supervision of Contractor's employees, directly or indirectly, will not be exercised. The Government will not exercise any supervision or control over the Contractor's employees performing the services herein; such employees will not be

accountable to the government, but solely to the Contractor, who in turn, is responsible to the Government.

The Government and the Contractor understand and agree that the services to be delivered under the Order are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor.

The Contractor will:

- Ensure Contractor employees comply with all applicable Government regulations, policies and procedures.
- Ensure Contractor employees present a professional appearance at all times, and that their conduct will not reflect discredit on the United States and NFC.
- Report any information regarding inappropriate practices engaged in by Contractor personnel to the Contracting Official or designated party.

The Government may direct the Contractor to remove any Contractor employee for misconduct or security reasons. Removal does not relieve the Contractor of the responsibility to continue providing the services required under this BPA. The Contracting Officer will provide the Contractor with a written explanation to support any request to remove an employee.

19.0 SUPPORT AND AVAILABILITY

During the period of performance for the agreement, the Contractor will provide support and adequate backup staffing to insure that the minimum level of services is maintained. This includes support during normal business hours, after business hours, weekends and holidays as necessary. The Contractor must notify the Contracting Officer's Technical Representative (COTR) 24 hours in advance of availability issues.

20.0 TRAVEL REQUIREMENTS

Travel is not a reimbursable expense under this order.

21.0 CONTRACTOR PERFORMANCE ASSESSMENTS

The Government will assess the Contractor's performance. Contractor will have an opportunity to respond to assessments, and independent verification of the assessment may be utilized in the case of disagreement.

The Government will submit assessments to the CPARS Past Performance system.

22.0 INTERRELATIONSHIP OF CONTRACTORS

The Government may award contracts to other vendors that involve performance of services related to the services required in this order. These potential other vendors may be involved in performing services in a manner that requires interaction with the Contractor for this order.

The Contractor agrees, as a condition of receiving contract award, to cooperate fully with the Government and any other contractors in order to successfully perform the services required in this order, and will not disclose, publish, divulge, release, or make known, in any manner or to any extent, to any individual other than an appropriate or authorized Government employee, the content of any procurement sensitive or proprietary business information from other contractors during the course of this order. Procurement sensitive information is to include, but not limited to, procurement data, contract information, plans, and strategies.

23.0 CONFIDENTIALITY AND NON-DISCLOSURE

Contractor personnel may have to access proprietary information and will be required to sign non-disclosure and conflict of interest statements. The preliminary and final deliverables and all associated working papers, and other material deemed relevant by the agency that have been generated by the Contractor in the performance of this project are the property of the U.S. Government and cannot be reproduced or retained by the Contractor. When no longer required, this information, data, and/or equipment will be returned to Government control. All appropriate documents and information will be given to the COTR during and at the end of this contract. Any request for information relating to this PWS presented to the Contractor must be submitted in writing to the COTR and the CO, who will in turn provide a written response.

The Contractor will not disclose sensitive or proprietary information of, or in the possession of, the United States Department of Agriculture or any of its operating units, Contractors or business partners to unauthorized persons. The Contractor will be subject to any and all penalties imposed by law for unlawful disclosure of Department information.

24.0 PRIVACY ACT

Work under this order will require that personnel have access to Privacy Information. Personnel will adhere to the Privacy Act, Title 5 of the U. S. Code, Section 552a and applicable agency rules and regulations. The Contractor Program Manager will ensure that all contract personnel take the required USDA Privacy training.

25.0 PUBLICITY

“Publicity” means, but is not limited to, advertising (e.g. trade magazines, newspapers, Internet, radio, television etc.), communications with the media, or marketing. The Contractor should not use, or allow to be used, any aspect of this contract for publicity, unless authorized to do so in writing by the Contracting Officer. The Contractor must also obtain prior written approval from the Contracting Officer for any and all publicity or press releases made in connection with this contract and the Contractor’s performance thereof.

26.0 SECURITY

Contractors are subject to the Security requirements set forth in the Federal Information

Security Management Act (FISMA); Federal Information Processing Standards (FIPS); NIST Special Publications 800 Computer Security Series; Office of Management and Budget (OMB) Circular A-130; Freedom of Information Act (FOIA); Federal Records Act; and all other NFC security and privacy regulations, guidance, management directives, and policies.

27.0 Personnel Security

As part of the Homeland Security Presidential Directive (HSPD) 12, Personal Identity Verification (PIV) 1, NFC implemented Identity Proofing for all Federal and Contractor workers hired after October 27, 2005. Each Contractor must provide identity documentation, as set forth in the Form (I-9), and the validity of the documentation is certified by at least three other checks incorporated into the ID-Proofing process. Only US Citizens will be allowed to work under this contract

In addition to meeting the requirements of HSPD-12/PIV1, all NFC Contractors requiring routine physical access for Federally-controlled facilities and/or routine access to Federally-controlled information systems must have been successfully identity proofed and have a successfully adjudicated National Agency Check with (Written) Inquiries (NACI) or Office of Personnel Management (OPM)/National Security (NS) community background investigation to serve on this contract. The contractor will submit proof of their contract employee's investigative and/or clearance data to the COTR five (5) days prior to the Contractor's first day of work.

All contract personnel will be issued a Position Sensitivity Designation (PSD) based on the position held on this contract. Only appropriately cleared Contractors will be utilized in the performance of this contract. NFC's Physical Security Team (PST) will review all investigated and clearance data submitted by the Contractor on behalf of their employees and determine its validity. Contractor ID credentials will be issued after successful identity proofing of the contractor employee applicant and upon verification of a successfully adjudicated NACI or OPM/NS BI. Should it be determined that the Contractors' employee security credentials are not adequate, it is incumbent on the Contractor to provide replacement personnel that meets or exceeds all PSI and/or Clearance Requirements.

The Government will have and exercise full and complete control over granting or denying of identification cards or other required security identification badges. It will be the Contractor's responsibility to account for all identification cards/badges issued to Contractor personnel. Final Contractor payment may be withheld until all identification cards, security identification badges, as well as keys or other Government assigned items, have been accounted for.

28.0 Physical Security

Work will be done on site at the NFC or at an approved work site agreed to by the parties. This requirement may differ from task to task.

The Contractor's remote access connection to NFC systems is to conduct sanctioned

NFC business only. Therefore, remote access rights must be expressly granted, in writing, by the USDA. At the end of each work period, all facilities, equipment, and materials must be secured and must comply with NFC Property Management standards and guidelines in order to prevent mismanagement, fraud and abuse of Government property. The Contractor's remote access connection to NFC networks may be terminated for unauthorized use.

29.0 GOVERNMENT FURNISHED SERVICES:

The Government will provide the following to on-site Contractor personnel:

- Workspace at the NFC. The provided workspace will have general office furniture, telephone service, LAN connection, and workstation.
- Badges for on-site personnel.

30.0 DATA RIGHTS

The Government requires unlimited rights in any material first produced in the performance of this task order, in accordance with the FAR clause at 52.217-14. For any subcontractors or teaming partners, the Contractor shall ensure at proposal submission that the subcontractors and /or teaming partners are willing to provide the data rights required under this task order.

31.0 DATA SECURITY

FISMA and NIST SP 800, requires that all information technology systems acquired by the Government meet the requirements for Certification and Accreditation established in the Act. This requirement extends to government data which is processed on or resides on contractor systems.

The contractor must safeguard Sensitive Security Information (SSI), and Personally Identifiable Information (PII). All Contractor personnel must understand and follow USDA requirements, policies, and procedures for safeguarding SSI and PII and is responsible for the security of all data that is generated by the contractor on behalf of NFC, NFC data transmitted by the contractor, and NFC data stored or processed by the contractor regardless of who owns or controls the underlying systems while that data is under the contractor's control.

Contractor personnel will be required to complete online training for SSI and Informational Security as well Privacy training.

Event of Breach

All suspected or actual losses or breaches of PII or other sensitive information must be reported immediately to the COTR and Contracting Officer. A written report of the suspected or actual loss or breach must also be provided to the CO and COTR within 24 hours after reporting the initial breach. Per OMB requirements outlined in OMB Memo 06-19, all suspected or actual breaches of PII must be reported within one hour of

discovery. If directed by the Contracting Officer, the Contractor should conduct its own investigation and provide a written report of the investigative results to the Contracting Officer and COTR. The Contractor must fully cooperate with any Government investigation(s).

32.0 NON-PERSONAL SERVICES

As stated in the Federal Register, Volume 57, No. 190, page 45096, dated September 30, 1992; Policy Letter on Inherently Governmental Functions, no personal services shall be performed under this contract. All work requirements shall flow only from the Project Officer to the Contractor's Senior Project Manager. No Contractor employee shall be directly supervised by the Government. The applicable employee supervisor shall give all individual employee assignments, and daily work direction. If the Contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer of this communication or action. The Contractor shall not perform any inherently governmental actions under this contract. No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government contractors in connection with this contract, the Contractor employee shall state that he/she has no authority to, in any way, change the contract and that if the other contractor believes this communication to be a direction to change their contract, they should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the Contracting Officer.

The Contractor shall insure that all of its employees working on this contract are informed of the substance of this article. Nothing in this article shall limit the Government's rights in any way under the other provisions of the contract, including those related to the Government's right to inspect and accept the services to be performed under this contract. The substance of this article shall be included in all subcontracts at any tier.

33.0 FEDERAL HOLIDAYS

The Contractor shall observe the following federal government holidays: New Year's Day, Martin Luther King's Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day. If the holiday falls on Sunday, it will be observed on the Monday immediately following the holiday. If the holiday falls on Saturday, it will be observed on the immediately preceding Friday. In addition, the Contractor shall observe all energy days and/or other down days as directed by the Government.

34.0 MEETINGS AND TRAINING

Contractor personnel may be required to attend informal classroom or on-the-job type training that is provided locally by the government to enhance skills specific to the

requirement. The Government will provide Government-specific training to contractor employees, as required. Contractor personnel may be required to attend additional functions such as seminars, conferences, workshops, and educational courses. If the CO determines attendance to be necessary, the Government shall provide the required funding. The contractor is responsible for commercially available training necessary to accomplish tasks required to maintain skills.

35.0 PAYMENT:

Contractor may propose a milestone-based delivery, and payment, schedule.

36.0 INVOICING

The Contractor shall submit Requests for Payments in accordance with the format contained in 552.232-25, *Prompt Payment (NOV 2009)*, and shall at a minimum include the following information to have the invoice considered proper for payment.

- (a) Contract number;
- (b) Paying Number: (ACT/DAC NO.);
- (c) Applicable CLIN or Sub-CLIN in which the costs were incurred, quantity, unit price and extended price;
- (d) If applicable, incurred cost of all approved travel to include name of Government approving official and date approved;
- (e) List of all applicable materials and/or services provided under this order to include the part number, nomenclature, quantity, and the unit and extended price;

The Contractor shall include the following statement on all invoices submitted for payment: "The costs and pricing contained within this invoice do not exceed the allowable costs of the applicable Government contract."

The Contractor shall ensure that all requests for payments are validated, signed and dated by the Contracting Officer's Representative, identified in Section 13.4, of this delivery order before submitting to GSA for approval and payment. The invoice shall include the following statement. "I, printed name of Government POC, have verified that in a satisfactory manner the items identified have been received or the services have been rendered and I take no exceptions to this invoice."

It is preferred that the Contractor submit invoices electronically. The Contractor shall choose the electronic method (1) or the hard copy method (2) below, not both. Procedures (3) and (4) are mandatory. Invoice processing shall be accomplished as follows:

(1) Submit Electronic Invoice to GSA's Finance Division in Kansas City, MO.

The Contractor shall sign up for electronic invoice submittal using "Vendor Express" on the GSA Finance website at www.finance.gsa.gov. The Contractor shall be required to request a password in order to submit their invoice to GSA Finance. The

GSA Finance Customer Service center can be reached by calling 816-926-7287 or by visiting their web site at www.finance.gsa.gov.

or

(2) Send Original Invoice To: (This is optional. The Finance Division does not require hardcopies.)

General Services Administration
Finance Operations and Disbursement Branch (BCEB)
P. O. Box 219434
Kansas City, MO 64121-9434
Mark Invoice: ORIGINAL

(3) The Contractor shall attach one copy of each invoice along with the Requesting Activity's acceptance document to the "Acceptance Info" of this order at: <http://web.itss.gsa.gov/>. Failure to do so shall result in the rejection of the invoice.

(4) Unless otherwise specified in this delivery order, the Contractor shall forward all originals of correspondence requiring signature to the CO at the address in Section 10 Government Points of Contact.

37.0 POINTS OF CONTACT

The following Points of Contact should be utilized for this order:

Contracting Officer:

U.S General Services Administration
Federal Acquisition Service (FAS)
ATTN: Charles Ade, Contracting Officer
ITSS Task #: ID02120039
732-361-8446 (Work phone)
347-525-5151 (Blackberry)
732-323-1355 (Fax)
Email: charles.ade@gsa.gov

GSA Contracting Officer's Representative (COR):

General Services Administration
Federal Acquisition Service (FAS)
ATTN: Thomas Corley, Information Technology Manager
ITSS Task #: ID02120039
Building 3305, Suite 106
Picatinny Arsenal, NJ 07806
Tel: 973/724-6018, Fax: 973/724-6785

DSN: 880-6018
Email: thomas.corley@gsa.gov

USDA NFC COR:

Rick Culotta, Analyst-COTR
NFC/GESD/PCB
ITSS Task #: ID02120039
The National Finance Center
13800 Old Gentilly Road
New Orleans, LA. 70129
Tel: 504 426-1047, Fax: 303 274-3809
Email: RICK.CULOTTA@usda.gov

38.0 CONTRACT CLAUSES

All clauses contained in the Contractor's relevant MAS contract shall be included into this order.

Applicable Clauses by reference:

52.212-4 Contract Terms and Conditions—Commercial Items (Mar 2010)
52.216-24 Limitation of Government Liability (Apr 1984)
52.217-14 Rights in Data - General (Dec 2007)
252.201-7000 Contracting Officer's Representative (Dec 1991)
52.212-4 (OCT 2008) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) Payments under Time-and-Materials and Labor-Hour Contracts

Applicable Clauses by full text:

52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

(1) The offeror;
(2) Subcontractors; and/or
(3) Divisions, subsidiaries, or affiliates of the offeror under a common control.
(End of clause)

452.204-71 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR EMPLOYEES (Oct 2007)

- (a) The contractor shall comply with the personal identity verification (PIV) policies and procedures established by the Department of Agriculture (USDA) Directives 4620-002 series.
 - (b) Should the results of the PIV process require the exclusion of a contractor's employee; the contracting officer will notify the contractor in writing.
 - (c) The contractor must appoint a representative to manage compliance with the PIV policies established by the USDA Directives 4620-002 series and to maintain a list of employees eligible for a USDA LincPass required for performance of the work.
 - (d) The responsibility of maintaining a sufficient workforce remains with the contractor. Contractor employees may be barred by the Government from performance of work should they be found ineligible or to have lost eligibility for a USDA LincPass. Failure to maintain a sufficient workforce of employees eligible for a USDA LincPass may be grounds for termination of the contract.
 - (e) The contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine unaccompanied physical access to a Federally-controlled facility and/or routine unaccompanied access to a Federally controlled information system.
 - (f) The PIV Sponsor for this contract is a designated program point of contact, which in most cases is the COR\COTR, unless otherwise specified in this contract. The PIV Sponsor will be available to receive contractor identity information via e-mail. The Government will notify the contractor if there is a change in the PIV Sponsor, the office address, or the office hours for registration; however, it is the contractor's responsibility to meet all aspects of paragraphs (c), (d), and (e).
- (End of clause)

A clause substantially the same as the following will be inserted into the order:

H-1 52.6001 ORGANIZATIONAL CONFLICT OF INTEREST/JULY 2012

(a) Definition.

Per FAR 2.101, an organizational conflict of interest (OCI) means that because of activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the persons objectivity in performing the contract is or might be otherwise impaired, or a person has an unfair competitive advantage.

- (b) The Government has determined that contractors under contract with a competitor Human Resources (HR) Shared Service Center (SSC), or which itself is a SSC, may have a potential or actual OCI.

The Government has developed comprehensive systems to operate its HR SSCs based upon years of experience in the field. The Government has determined that a contractor with other SSC interests may have a competitive advantage in competing for current and future SSC business opportunities if it were able to obtain and improperly use proprietary information relating to the Government's SSC systems and processes.

- (c) The Contracting Officer may make a determination to allow a Contractor to participate in an acquisition subject to the submission of an acceptable mitigation plan in accordance with paragraphs (1) and (2) below.
- (1) If the Contracting Officer requests, and the contractor submits, an OCI mitigation plan that, after Government review, is acceptable to the Contracting Officer, the contractor may be eligible for award. The Contracting Officer's determination regarding the adequacy of the mitigation plan is a unilateral decision made solely at the discretion of the Contracting Officer.
- (2) Any mitigation plan shall include, at a minimum, an agreement to provide non-disclosure agreements executed by the contractor and any subcontractors or consultants supporting the contractor. Other items to be considered in a mitigation plan include: identification of any potential or actual OCI, a reporting and tracking system, an OCI compliance and enforcement plan to include employee training and sanctions in the event of unauthorized disclosure of sensitive information, a plan for organizational divestiture or segregation (e.g., separate reporting chains), and data security measures.
- (3) The Government may terminate the contract for default if the Contractor fails to implement and follow the procedures outlined in an approved OCI mitigation plan.
- (d) The Contractor agrees that it will use all reasonable diligence in protecting proprietary data received by it. The Contractor further agrees it will not willfully disclose proprietary data to unauthorized parties without the prior permission of the Government, and that proprietary data shall not be duplicated, used or disclosed, in whole or in part, for any purpose other than to accomplish the contracted effort.
- (e) The Contractor shall not distribute reports or data arising from its performance of this contract, except as provided by this contract or as may be directed by the Contracting Officer.
- (f) Government representatives shall have access to the Contractor's premises and the right to inspect all pertinent books and records in order to ensure that the contractor is in compliance with FAR 9.5.
- (g) The Contractor agrees that if after award it discovers a (a previously undisclosed) potential or actual organizational conflict of interest, a prompt and full disclosure shall be made in writing to the Contracting Officer. This disclosure shall include a description of the actions the Contractor has taken or proposes to take to avoid or mitigate such conflict(s).
- (h) The Government may waive application of this clause, or any part thereof, when it is determined to be in the best interest of the Government to do so.

39.0 ATTACHEMENTS:

Attachment 1: NFC SDLC Directive
Attachment 2: Price Schedule
Attachment 3: QASP

Attachment 4: Performance Matrix